

(61) Defendants deny the allegations contained in paragraph 61 of Plaintiffs' Statement of Material Facts. (Mondesir Depo., pp. 123, 125, 127, 128,) (Odenat Depo [5/3/11] pp. 38, 39, 54, 55, 73, 74) (Odenat Depo. [6/11/10], pp. 49, 50, 53, 54, 170, 171, 172, 173, 174) (Jackson Depo., pp. 160, 163)

(62) Defendants admit the allegations contained in paragraph 62 of Plaintiffs' Statement of Material Facts that they have not produced evidence that the images on the three mastheads are from the cover or packaging of any mixtape, but deny the remaining allegations in this paragraph. (Mondesir Depo., pp. 123, 125, 127, 128,) (Odenat Depo [5/3/11] pp. 38, 39, 54, 55, 73, 74) (Odenat Depo. [6/11/10], pp. 49, 50, 53, 54, 170, 171, 172, 173, 174) (Jackson Depo., pp. 160, 163)

(63) Defendants deny the allegations contained in paragraph 63 of Plaintiffs' Statement of Material Facts that advertisers are merely 'a bit more sophisticated' consumers than average viewers, but admit the remaining allegations in this paragraph. (Dwyer Depo., pp. 38, 39, 40, 41, 42, 43, 44, 64, 65, 66, 67, 68, 71, 72, 73, 74, 143, 144, 145, 146, 164, 165, 166)

(64) Defendants deny the allegations contained in paragraph 64 of Plaintiffs' Statement of Material Facts, because, upon being asked during their depositions, none of Plaintiffs' employees were able to recall any particular advertiser or potential advertiser of Plaintiffs who was confused. (Salamone Depo., pp. 38, 39, 40, 41, 42, 43, 44) (Singh Depo., pp. 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83)

(65) Defendants admit the allegations contained in paragraph 65 of Plaintiffs' Statement of Material Facts.

(66) Defendants deny the allegations contained in paragraph 66 of Plaintiffs' Statement of Material Facts, because there is no evidence in the record to establish these allegations as fact.

(67) Defendants deny the allegations contained in paragraph 67 of Plaintiffs' Statement of Material Facts, because there is no evidence in the record to establish these allegations as fact.

(68) Defendants admit the allegations contained in paragraph 68 of Plaintiffs' Statement of Material Facts.

(69) Defendants admit the allegations contained in paragraph 69 of Plaintiffs' Statement of Material Facts that Worldstar Hip Hop, Inc. is a Nevada corporation formed in September 2009, but deny the remaining allegations in this paragraph. (Coats Depo., pp. 139, 140)

(70) Defendants admit the allegations contained in paragraph 70 of Plaintiffs' Statement of Material Facts.

(71) Defendants admit the allegation contained in paragraph 71 of Plaintiffs' Statement of Material Facts, but notes that neither is there any evidence that Worldstar Hip Hop, Inc. was *not* capitalized when it was formed. (Coats Depo., pp. 22, 23)

(72) Defendants admit the allegations contained in paragraph 72 of Plaintiffs' Statement of Material Facts.

(73) Defendants admit the allegations contained in paragraph 73 of Plaintiffs' Statement of Material Facts.

(74) Defendants admit the allegations contained in paragraph 74 of Plaintiffs' Statement of Material Facts.

(75) Defendants deny the allegations contained in paragraph 75 of Plaintiffs' Statement of Material Facts, because the website www.worldstarhiphop.com was never transferred to Worldstar Hip Hop, Inc. (Coats Depo., pp. 30, 117, 140, 141, 142, 143, 144, 145, 153, 154, 193, 194, 199, 212, 213, 250) (Zarin Dec., Exh. G, H)

(76) Defendants admit the allegations contained in paragraph 76 of Plaintiffs' Statement of Material Facts that he testified that he is the 'owner, CEO, president, chairman, everything,' but deny that this statement is in any way related to any 'transfer'. (Odenat Depo. [6/11/10], p. 13)

(77) Defendants admit the allegations contained in paragraph 77 of Plaintiffs' Statement of Material Facts, but note that Defendant has directed, and continues to direct, third-parties to pay all moneys related to the website to its owner, Worldstar, LLC. (Coats Depo., pp. 44, 45, 117, 198, 199, 200, 201, 202, 278)

(78) Defendants admit the allegations contained in paragraph 78 of Plaintiffs' Statement of Material Facts that Worldstar, LLC is a Delaware limited liability company formed in 2011, but deny the remaining allegations in this paragraph. (Coats Depo., pp. 48, 140, 141, 142, 143, 144, 145, 153, 154, 193, 194) (Odenat Depo. [6/27/12], pp. 155, 156, 157)

(79) Defendants admit the allegations contained in paragraph 79 of Plaintiffs' Statement of Material Facts.

(80) Defendants admit the allegations contained in paragraph 80 of Plaintiffs' Statement of Material Facts.

(81) Defendants admit the allegation contained in paragraph 81 of Plaintiffs' Statement of Material Facts, but note that neither is there any evidence that Worldstar, LLC. was *not* capitalized when it was formed. (Coats Depo, pp. 25, 220)

(82) Defendants admit the allegations contained in paragraph 82 of Plaintiffs' Statement of Material Facts.

(83) Defendants admit the allegations contained in paragraph 83 of Plaintiffs' Statement of Material Facts.

(84) Defendants deny the allegations contained in paragraph 84 of Plaintiffs' Statement of Material Facts, because the website www.worldstarhiphop.com was never owned by Worldstar Hip Hop, Inc. (Coats Depo., pp. 30, 117, 140, 141, 142, 143, 144, 145, 153, 154, 193, 194, 199, 212, 213, 250) (Zarin Dec., Exh. G, H)

(85) Defendants admit the allegations contained in paragraph 85 of Plaintiffs' Statement of Material Facts.

(86) Defendants admit the allegations contained in paragraph 86 of Plaintiffs' Statement of Material Facts, and note that Worldstar Hip Hop, Inc. is the parent company of Worldstar, LLC. (Coats Depo., pp. 20, 21)

(87) Defendants deny the allegation contained in paragraph 87 of Plaintiffs' Statement of Material Facts that Worldstar, LLC makes a monthly distribution to Defendant

Odenat, but admit the remaining allegations regarding the flow of funds each month. (Coats Depo., pp. 45, 46, 47, 56, 57, 108, 109, 131) (Stewart Deposition, p. 77)

(88) Defendants admit the allegations contained in paragraph 88 of Plaintiffs' Statement of Material Facts.

(89) Defendants admit the allegations contained in paragraph 89 of Plaintiffs' Statement of Material Facts.

(90) Defendants admit the allegations contained in paragraph 90 of Plaintiffs' Statement of Material Facts.

(91) Defendants admit the allegations contained in paragraph 91 of Plaintiffs' Statement of Material Facts.

(92) Defendants admit the allegations contained in paragraph 92 of Plaintiffs' Statement of Material Facts.

(93) Defendants admit the allegations contained in paragraph 93 of Plaintiffs' Statement of Material Facts.

(94) Defendant neither admits nor denies the allegation contained in paragraph 94 of Plaintiffs' Statement of Material Facts, because he cannot determine its meaning.

(95) Defendants admit the allegations contained in paragraph 95 of Plaintiffs' Statement of Material Facts.

(96) Defendants admit the allegations contained in paragraph 96 of Plaintiffs' Statement of Material Facts.

(97) Defendants admit the allegations contained in paragraph 97 of Plaintiffs' Statement of Material Facts.

(98) Defendants deny the allegations contained in paragraph 98 of Plaintiffs' Statement of Material Facts. (Coats Depo, pp. 20, 21)

(99) Defendants deny the allegations contained in paragraph 99 of Plaintiffs' Statement of Material Facts that there are no employment contracts, but admit the remaining allegations in this paragraph. (Coats Depo., p. 36)

(100) Defendants admit the allegations contained in paragraph 100 of Plaintiffs' Statement of Material Facts.

(101) Defendants admit the allegations contained in paragraph 101 of Plaintiffs' Statement of Material Facts.

(102) Defendants admit the allegations contained in paragraph 102 of Plaintiffs' Statement of Material Facts.

(103) Defendants admit the allegations contained in paragraph 103 of Plaintiffs' Statement of Material Facts.

(104) Defendants admit the allegations contained in paragraph 104 of Plaintiffs' Statement of Material Facts.

(105) Defendants deny the allegations contained in paragraph 105 of Plaintiffs' Statement of Material Facts. (Odenat Depo. [6/27/12], p. 192) (Zarin Dec., Exh. F)

(106) Defendants admit the allegations contained in paragraph 106 of Plaintiffs' Statement of Material Facts.

(107) Defendants admit the allegations contained in paragraph 107 of Plaintiffs' Statement of Material Facts.

(108) Defendants admit the allegations contained in paragraph 108 of Plaintiffs' Statement of Material Facts.

(109) Defendants admit the allegations contained in paragraph 109 of Plaintiffs' Statement of Material Facts.

(110) Defendants admit the allegations contained in paragraph 110 of Plaintiffs' Statement of Material Facts.

(111) Defendants deny the allegations contained in paragraph 111 of Plaintiffs' Statement of Material Facts. (Coats Depo., pp. 212, 213)

(112) Defendants admit the allegations contained in paragraph 112 of Plaintiffs' Statement of Material Facts.

(113) Defendants admit the allegations contained in paragraph 113 of Plaintiffs' Statement of Material Facts.

(114) Defendants admit the allegations contained in paragraph 114 of Plaintiffs' Statement of Material Facts.

(115) Defendants admit the allegations contained in paragraph 115 of Plaintiffs' Statement of Material Facts.

(116) Defendants admit the allegation contained in paragraph 116 of Plaintiffs' Statement of Material Facts that Defendant made the referenced statements, but deny that these statements related to Defendant's ability to take money 'in addition to his monthly distribution.' (Odenat Depo. [6/27/12], pp. 71, 72)

(117) Defendants admit the allegations contained in paragraph 117 of Plaintiffs' Statement of Material Facts.

(118) Defendants deny the allegations contained in paragraph 118 of Plaintiffs' Statement of Material Facts to the extent they suggest that Worldstar Hip Hop, Inc. currently pays Defendant Odenat's rent. (Stewart Depo., pp. 126, 127, 128)

(119) Defendants admit the allegations contained in paragraph 119 of Plaintiffs' Statement of Material Facts.

(120) Defendants deny the allegations contained in paragraph 120 of Plaintiffs' Statement of Material Facts that the referenced withdrawal occurred in 'May 2011', but admit the remaining allegations in this paragraph. (Stewart Depo., p. 138, 139)

(121) Defendants admit the allegations contained in paragraph 121 of Plaintiffs' Statement of Material Facts.

(122) Defendants deny the allegation contained in paragraph 122 of Plaintiffs' Statement of Material Facts to the extent it suggests that Defendant was solely responsible for all transfers out of Worldstar Hip Hop, Inc.'s bank account prior to 2012. (Stewart Depo., p. 154)

(123) Defendants admit the allegations contained in paragraph 123 of Plaintiffs' Statement of Material Facts.

(124) Defendants admit the allegations contained in paragraph 124 of Plaintiffs' Statement of Material Facts.

(125) Defendants deny the allegation contained in paragraph 125 of Plaintiffs' Statement of Material Facts to the extent it suggests that Defendant's entertainment expenditures were not related to business of the website. (Odenat Depo. [6/27/12], pp. 96, 97)

(126) Defendants deny the allegation contained in paragraph 126 of Plaintiffs' Statement of Material Facts to the extent it suggests that Defendant purchased jewelry with funds from Worldstar Hip Hop, Inc. or Worldstar, LLC accounts. (Odenat Depo. [6/27/12], pp. 202, 203)

(127) Defendants deny the allegation contained in paragraph 127 of Plaintiffs' Statement of Material Facts to the extent it suggests that Defendant's purchase of an automobile is not related to the business of the website. (Odenat Depo. [6/27/12], p. 204)

(128) Defendants admit the allegations contained in paragraph 128 of Plaintiffs' Statement of Material Facts.

(129) Defendants deny the allegations contained in paragraph 129 of Plaintiffs' Statement of Material Facts. (Coats Depo., pp. 200, 201, 202, 203, 204) (Dwyer Depo., pp. 108, 109, 110, 111, 112, 113, 114)

(130) Defendants admit the allegations contained in paragraph 130 of Plaintiffs' Statement of Material Facts.

(131) Defendants deny the allegations contained in paragraph 131 of Plaintiffs' Statement of Material Facts that the money generated by the website in 2011 was being deposited into a Worldstar, LLC bank account, but admit the remaining allegations in this paragraph. (Stewart Depo., p. 144) (Odenat Depo. [6/27/12], pp. 193, 194)

(132) Defendants admit the allegations contained in paragraph 132 of Plaintiffs' Statement of Material Facts.

(133) Defendants admit the allegations contained in paragraph 133 of Plaintiffs' Statement of Material Facts.

(134) Defendants neither admit nor deny the allegation contained in paragraph 134 of Plaintiffs' Statement of Material Facts, because he cannot determine its meaning.

Dated: March 8, 2013

By:



Scott Zarin, Esq.
Zarin & Associates P.C.
One Penn Plaza, Suite 4615
New York, NY 10119
Tel: (212) 580-3131
Fax: (212) 580-4393

Attorneys for Defendants
Lee Q. Odenat
Worldstar Hip Hop, Inc.
Worldstar, LLC
WSHH37, LLC